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AGREEMENT

by and between the

TOWN OF CLINTON

and

CSEA Local 1000 AFSCME,
AFL-CIO

Since 1910



New York's LEADING Union

Town of Clinton Unit
Dutchess County Local 814

8 employees

January 1, 2008 - December 31, 2010

Table of Contents

PREAMBLE.....	1
Article 1: UNION RIGHTS	1
1.1 Recognition	1
1.2 Collective Bargaining Unit.....	1
1.3 Union Membership/Agency Shop	2
1.4 Rights of CSEA.....	2
1.5 Union Business.....	3
Article 2: EMPLOYEE RIGHTS	3
2.1 Work Assignments	3
2.2 Probation	4
2.3 Seniority and Service Credit	4
2.4 Layoff and Recall Procedure.....	4
2.5 Evaluation	5
2.6 Personnel Folders.....	5
2.7 Union Activity.....	6
Article 3: VACANCIES & PROMOTIONS	6
3.1 Notification of Vacancies	6
Article 4: HOURS OF WORK	7
4.1 Work Schedule.....	7
4.2 Additional Hours.....	7
Article 5: COMPENSATION	7
5.1 Wage Rates.....	7
5.2 Premium Pay.....	8
5.3 Call-In Pay	9
5.4 Pay Period	9
5.5 Compensation Time.....	9
Article 6: PAID LEAVE	10
6.1 Holidays.....	10
6.2 Vacation Leave.....	11
6.3 Sick Leave	11
6.4 Personal Leave.....	12
6.5 Bereavement Leave.....	13
6.6 Jury Duty.....	13

6.7	Military Leave	14
6.8	Fire Calls	14
Article 7: UNPAID LEAVE		15
7.1	Approved Unpaid Leave of Absence	15
Article 8: INSURANCE		15
8.1	Medical Insurance	15
8.2	Optical & Dental Plan	16
8.3	Workers' Compensation Insurance	17
8.4	Short-Term Disability Insurance	17
Article 9: RETIREMENT BENEFITS		18
9.1	Medical Insurance for Retired Employees	18
Article 10: GENERAL PROVISIONS.....		18
10.1	Uniforms.....	18
10.2	Driver's License	18
Article 11: GRIEVANCE PROCEDURE.....		19
11.1	General Conditions	19
11.2	Grievance Procedure Steps	20
Article 12: APPLICATION OF AGREEMENT		21
12.1	Duration of Agreement.....	21
12.2	Non-Discrimination Clause	21
12.3	Saving Clause	21
12.4	Contingency Clause.....	21
12.5	Legislative Action Clause	22
12.6	Execution of Agreement	22
APPENDIX A.....		23
TOWN OF CLINTON HIGHWAY DEPARTMENT EMPLOYEE EVALUATION		23

PREAMBLE

It shall be the public policy of the Town of Clinton and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Clinton and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted, operations and function of government. This Agreement is made between THE TOWN OF CLINTON, hereinafter referred to as the "Employer" and/or "Town", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the recognized Union for the TOWN OF CLINTON UNIT, DUTCHESS COUNTY LOCAL 814, hereinafter referred to as the "Union".

Article 1: UNION RIGHTS

1.1 Recognition

A. Recognition: The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article 1.2 below, for the purpose of collective bargaining and grievances. The period of unchallenged representation status for the Union shall be for the maximum period allowed under Section 208C of Article XIV (Public Fair Employment Act) of the New York State Civil Service Law.

B. No Strike Clause: The Union affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

1.2 Collective Bargaining Unit

A. Definition of Unit: All positions of the Town of Clinton Highway Department will be covered by this Agreement except of the Highway Superintendent, the Deputy Highway Superintendent, and the Highway Department Clerk.

B. Regular Full-time Employee: For the purpose of this Agreement, a "regular full-time employee" will mean and refer to a permanent employee who is regularly scheduled to work forty hours per week.

C. Temporary Employee: For the purpose of this Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an as needed basis, or to temporarily fill a vacancy caused by an absence of a regular full-time employee. Temporary employees will not be eligible for benefits provided through this Agreement.

D. Seasonal Employee: For the purpose of this Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional seasonal duties, or

to assist in snow removal. Seasonal personnel shall not be eligible for benefits provided through this Agreement.

E. Part-time Employee: For the purpose of this Agreement, a "part-time employee" will mean and refer to someone who is scheduled to work less than 20 hours per week. Part-time employees will not be eligible for benefits provided through this Agreement. The Town agrees that it will not replace full time positions with part time positions as a means to avoid the provisions of this contract.

1.3 Union Membership/Agency Shop

A. Union Membership: The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agents, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction.

B. Agency Shop: Commencing the first pay period after the beginning of their employment, all employees covered by this Agreement who are not members of the Union shall be required to pay to the Union an Agency Shop Fee equivalent to the current membership dues. The Employer shall make deductions from the wages of such employees in the amounts so designated as Agency Shop Fee deductions and shall remit such deductions, in a check separate from the check for membership deductions to the Civil Service Employee Association, Inc. 143 Washington Avenue, Albany, New York 12210. The Employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent in this unit(s).

C. Indemnification Clause: The Town has no obligations with respect to the obtaining of dues authorization cards. The Union agrees to indemnify and hold harmless the Town from any action arising from the Town's failure to obtain dues authorization cards.

1.4 Rights of CSEA

A. Union Rights: The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act under an other applicable Law, Rule, Regulations or Statue; under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraints, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and

appeal procedure in this Agreement and pursue any matter or issue to any court of competent jurisdiction whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

1.5 Union Business

A. Leave for Union Business: The Unit President or designee and one other unit member shall be granted time off, including travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employee(s) regarding matters relating to grievances, salaries, terms and conditions of employment, solicitation of new membership and for any and all business relative to employer-employee relations.

B. Leave for Union Conferences: The Town shall grant to the Unit President or designee a reasonable amount of time off without pay to attend conferences of the Civil Service Employees Association, Inc. In conjunction with this section, the Unit representative so designated shall be allowed reasonable travel time to and from the conference location. The Unit representative will be allowed to use accumulated vacation time or personal leave credits.

C. Requests for Leave Time: Requests for the Union Business Leave Time will be made to the Superintendent of Highways or his designee as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it (the leave) has been approved by the Superintendent of Highways or his designee.

D. CSEA Access to Town Premises: The Union field staff may periodically visit employees on the job for the purpose of conducting legitimate Union business related to the administration of this contract and to investigate safety and health matters provided it does not interfere with normal operations. The Union representative shall give prior notice of the visit to the Superintendent of Highways, or his designee.

E. Bulletin Boards: The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, and for any and all matters relative to Union business.

Article 2: EMPLOYEE RIGHTS

2.1 Work Assignments

A. Daily Work Assignments: Daily work assignments shall be at the discretion of the Highways Superintendent, provided that such assignments are not punitive in nature.

2.2 Probation

- A. Length of Probationary Period:** There shall be a one-year probationary period for all new employees.
- B. Failure to Successfully Complete the Probationary Period:** In the event that the employee's performance or conduct is not satisfactory in the judgment of the Highway Superintendent, the Town may dismiss the employee for just cause from employment at any time on or before completion of the maximum probationary period.
- C. Disciplinary Procedure, Section 75:** Employees in the non-competitive and labor classes shall be accorded all rights of Section 75 of the N.Y.S. Civil Service Law; as it regards dismissals and suspension after the one year probationary period.

2.3 Seniority and Service Credit

- A. Service Credit and Seniority:** Service credit shall commence from the first date of continuous employment and shall be the controlling factor in the accrual of leave credits and in the determination of seniority for the purposes of scheduling vacations, overtime, layoffs, and recalls. In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.
- B. Break In Service:** A break in service shall result from a voluntary resignation or forced termination made in accordance with this contract or the Civil Service Law.
- C. Leaves of Absence:** An employee on paid leave of absence using accumulated leave credits, shall continue to accrue service and seniority credits. An employee on a approved unpaid leave of absence of thirty (30) days or more, or an employee who is on layoff status, will not accrue service and seniority credits. An approved unpaid leave of absence or layoff will not be considered as a break in "continuous service" but the employee's anniversary date will be adjusted forward for each full 30-day period of such leave of absence or layoff.

2.4 Layoff and Recall Procedure

- A. First to be Laid Off:** In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be first to be laid off.
- B. 'Bumping Rights:** An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same

procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

C. Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

D. Notice of Recall to Same Job Title: Recalls shall be made to the employee's last recorded address by certified mail and the employee shall have five working days from the date of receipt to report to work. In the event the laid-off employee does not report to work, the employee shall forfeit all recall rights.

2.5 Evaluation

A. Purpose and Criteria: The parties recognize the need to periodically evaluate the job performance of unit members. The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills.

B. Frequency: Employees will be formally evaluated once each year on a date determined by the Superintendent of Highways, using the form attached as Appendix A. The Town's failure to formally evaluate employees on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

C. Post-evaluation Conference: After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report. The employee shall receive a copy of the written evaluation.

D. Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

E. Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report.

2.6 Personnel Folders

A. Employee Access: Upon request, employees may periodically review and obtain a copy of the contents of their own personnel records, with the exception of letters of reference. An authorized official of the Town must be present when the employee inspects the file. The employee may not remove or place any material in the file without the expressed approval of the Town. At the time of placement in the file, employees shall receive copies of all correspondence that entered into the employee's personnel file.

B. Union Access: With the written consent of the employee, a representative of the Union will be allowed to review and obtain a copy the contents of the employee's personnel file, with the exception of letters of reference. An authorized official of the Town must be present when the employee and/or Union Representative inspects the file.

2.7 Union Activity

A. Union Membership: Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Employer or the Union.

B. Union Activity: Employees may join and take an active role in the activities of the Union without fear of any kind or reprisals from the Employer or its agents.

C. Discussions with Management: An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules.

Article 3: VACANCIES & PROMOTIONS

3.1 Notification of Vacancies

A. Posting: In the event there is a vacancy in a new existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least five working days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

B. Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

C. Selection: The selection of internal and/or external applicants to fill positions will be at the discretion of the Superintendent of Highways. Qualifications and seniority shall be important considerations in the filling of all job vacancies.

D. Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion or transfer for just cause, and the employee will be reinstated to the employee's previous position.

Article 4: HOURS OF WORK

4.1 Work Schedule

A. Workday: The normal workday shall not exceed eight consecutive hours, starting at 7:00 a.m. The Superintendent of Highways, with the agreement of the local unit, may alter the start and stop of the normal workday by up to 1 hour for seasonal purposes.

B. Workweek: The normal workweek shall in no way exceed forty hours, consisting of five consecutive eight hours days, Monday through Friday.

C. Meal Period and Rest Periods: Employees will be granted a one-half hour unpaid duty-free meal period, normally in the middle of the employee's workday, and one fifteen minute coffee break each day in the A.M. Meal and Rest Periods will be approved by the Superintendent of Highways in accordance with the needs and requirements of the department.

4.2 Additional Hours

A. Additional Hours of Work: The Superintendent of Highways may require an employee(s) to work additional hours beyond the normal workday and/or workweek during storm response operations and emergency and road conditions.

B. Procedure for Assigning Additional Hours: In the event there is a need to work additional hours the opportunity will first be offered to those regular full-time employees who are normally assigned to the work activities needed or the designated route, as the case may be. Additional assignments shall be offered on the basis of rotational seniority, most senior first, computed in accordance with Section 3.2 of the Agreement. In the event that no employee (including part-time, temporary, and seasonal personnel) voluntarily accepts an offer of "required" additional hours, the work will be assigned on a seniority basis, least senior first.

C. Other Work Assignments: All other work assignments beyond the normal workday or workweek shall be on a voluntary basis.

D. Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the regular full-time employee who should have been offered the additional hours.

Article 5: COMPENSATION

5.1 Wage Rates

A. Pay Schedule: the schedule set forth below will be the applicable schedule for the period January 1, 2008 through December 31, 2010, and reflects increases of

four percent (4%) on January 1, 2008, four percent (4%) on January 1, 2009, and four percent (4%) on January 1, 2010.

Title	2008	2009	2010
Heavy Motor Equipment Operator (HMEO)	\$19.59	\$20.38	\$21.19
Working Foreman	\$20.27	\$21.08	\$21.92
Laborer	\$14.92	\$15.52	\$16.14

B. New Hire Rate: For new full-time employees, for a period of one year the wage rate shall be \$1.00 per hour less than that paid to permanent employees.

C. Longevity Payments: Longevity Payments shall be awarded according to the following schedule to all employees who have completed the stated cumulative time by the pay date. Such payments shall be made in a separate check on the last payday of each November.

Cumulative Years Worked	Longevity Payment
Five	\$1,200.00
Ten	\$1,500.00
Fifteen	\$1,800.00
Twenty	\$2,100.00

5.2 Premium Pay

A. Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

B. Overtime Rate: All employees shall receive overtime compensation at the rate of time and one-half of the regular hourly wage for any hours worked in excess of forty hours in one week.

C. Credit for Paid Leave: Paid leave will be included as time worked in the computation of overtime.

D. Shift Differential: An employee assigned to work the overnight winter storm watch shift shall be paid at the normal rate plus \$1.00 per hour. If the assignment results in paid overtime compensation, the pay rate shall be computed at the normal hourly pay rate plus \$1.00 per hour, times the rate of time and one-half for the hours worked. Employees will be assigned in accordance with section

4.2.B.

5.3 Call-In Pay

A. Emergency Call-In: Employees recognize that the Town has an obligation and duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that highway department employees may from time-to-time be called upon to perform emergency work outside of their normal workday or workweek. An emergency call-in shall be made in accordance with Section 4.2 of this Agreement. A formal State of Emergency does NOT have to exist for the application of this section.

B. Compensation: Employees called in to work outside of their normal workday or workweek shall be paid for a minimum of two hours or the actual number of hours worked, whichever is greater, to commence on their arrival at the highway garage.

5.4 Pay Period

A. Payroll Period: The payroll will begin Sunday, 12:01 a.m. and end seven (7) calendar days later on Saturday, 12:00 a.m. Midnight. An employee's paycheck will be based on the amount earned during the preceding payroll period.

B. Pay Date: Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

5.5 Compensation Time

A. Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event that the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over forty hours in a given workweek.

B. Scheduling of Compensatory Time Off: The employee must receive prior approval from the Superintendent of Highways or his designee to take compensatory leave. The Superintendent of Highways or designee will have total discretion in the approval of compensatory leave. A minimum of one days notice shall be given by the employee to the Superintendent of Highways or designee to schedule compensatory leave.

C. Maximum Accumulation of Compensatory Time: An employee may accumulate up to forty (40) hours in compensatory leave credits. In the event that an employee accrues more than forty (40) hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned, or he/she must take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or

receive payment at the end of the calendar year at the employee's then current rate of pay.

D. Termination from Employment: An employee who is separated from employment for any reason will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

Article 6: PAID LEAVE

6.1 Holidays

A. Designated Holidays: The following holidays shall be official holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	Columbus Day

B. Holiday Pay Eligibility: Regular full-time employees are eligible for paid holidays upon hire.

C. Holiday Occurs on a Weekend: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday or if a holiday falls on a Sunday, the following Monday will be observed as the holiday.

D. Holiday Pay: A regular full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

E. Assigned to Work on a Holiday: A regular full-time employee who is assigned to work on a designated holiday will be paid for all hours worked at time and one-half the hours worked, in addition to the Holiday pay. However, double time shall be paid for all work performed on Christmas.

F. Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

G. Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar

days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

6.2 Vacation Leave

A. Allowance: The following vacation credits will be earned by employees.

<u>Years of Service</u>	<u>Weeks of Vacation</u>
<u>1 year</u>	<u>1 week, 40 hours</u>
<u>2 years</u>	<u>2 weeks, 80 hours</u>
<u>6 years</u>	<u>3 weeks 120 hours</u>
<u>14 years</u>	<u>4 weeks, 160 hours</u>

B. Accumulation: An employee must use all vacation credits before the employee's anniversary date following the year for which they were credited with the exception that one week can be held over per year with the total accumulation not to exceed four weeks taken in any given year. Employees with 14 years of service shall be allowed to accumulate and take up to 5 weeks of vacation in any given year. Any vacation leave credits remaining thereafter will be canceled and the employee will be reimbursed in cash on an hour for hour basis.

C. Scheduling: An employee may take vacation leave upon request and with the prior approval of the Superintendent of Highways or his designee. Normally, an employee shall apply for vacation leave at least one week in advance of the beginning of the requested leave, except that the Highway Superintendent or designee may waive this provision at his/her discretion. The Highway Superintendent may deny vacation leave in order to maintain minimum staffing levels. Scheduling conflicts will be settled by Seniority except in the event where undue harm will impact an employee with less seniority who had previously scheduled a vacation.

D. Vacation Pay Advance: Upon request, employees may receive vacation pay in advance, provided that the request is submitted a minimum of 14 days in advance.

E. Termination of Employment: Upon termination of employment for any reason, the employee or the employee's beneficiary will receive the cash value of accrued vacation leave at the employee's then current rate of pay.

6.3 Sick Leave

A. Allowance: Regular full-time employees shall accrue eight hours of paid sick leave per month, for personal illness, personal injury, or personal disability, for a total of 96 hours per year. The employee will be credited on the first day of the month after it has been earned.

B. Accumulation: If any employee does not use the full amount of sick leave allowed within a year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than twelve hundred hours (150 eight-hour days). Any sick leave credits in excess of twelve hundred hours will be converted in accordance with section 6.3F.

C. Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness, personal injury, or personal disability. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. An employee may take paid sick leave only after it has been credited.

D. Abuse of Sick Leave: The Union recognizes management's right to investigate suspected instances of sick leave abuse. An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse (for example, sick leave before and/or after weekends, holidays, vacations) may be subject to appropriate disciplinary action pursuant this agreement.

E. Return to Work: If an employee is absent from work due to illness for a period of three consecutive days or more, a written doctor's statement indicating the nature and the degree of the illness may be required by the Superintendent of Highways upon return to work. The statement must indicate that the employee is able to return to work either with or without restrictions.

F. Non-Use Payment (Sick Leave/Personal Leave): Members who use six or fewer days of sick leave and personal leave in a year shall be entitled to convert, in blocks of two, such unused days into cash at the rate of one day's pay.

6.4 Personal Leave

A. Allowance: A regular full-time employee will be credited with forty-eight (48) hours of paid personal leave on the first day of January of each year for use during that year.

B. Employees Returning to Service and New Employees: Newly hired employees and employees who return to work after an unpaid leave of absence after the first day of January in any given year will be credited with paid personal leave prorated by the number of full months to be worked in the first calendar year of employment.

C. Accumulation: Any unused personal leave not used in a given year shall be converted to accumulated sick leave.

D. Use of Personal Leave: An employee may use personal leave credits to take care of matters which cannot be handled outside of working hours provided a legitimate reason is given in advance.

E. Scheduling: In all instances, personal leave may be taken by any employee only with the approval of the Superintendent of Highways or designee, and shall be granted or denied only on the basis of the needs of the department for the service of the employees, not on the nature of the employee's personal business. One days notice must be given to the immediate supervisor before the date of requested personal leave, except for unforeseen circumstance or emergency. Personal leave will have the first unit to be a minimum of thirty minutes.

6.5 Bereavement Leave

A. Immediate Family: In the event of a death of a regular full-time employee's spouse, domestic partner, parent, legal guardian or children (adopted or natural), the employee may take a paid leave of absence for up to five consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the employee's leave credits.

B. Extended Family: In the event of a death of a full-time employee's sibling, grandparent, spouse's parent, grandchild, child's spouse or sibling's spouse, employee may take a paid leave of absence for up to three consecutive scheduled workdays immediately following the death. In the event of a death of a full-time employee's aunt or uncle, the employee may take a paid leave of absence for one day following the death. Such leave will not be subtracted from any of the employee's leave credits.

C. Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department.

6.6 Jury Duty

A. Leave of Absence: In the event an employee is required to physically appear in order to perform jury duty on a day that the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

B. Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways. If the employee is called-in to physically appear in order to perform jury duty, the employee shall notify the Superintendent of Highways before the start of the regularly scheduled workday. If the employee is placed on "stand-by" or "call-in" duty, the Superintendent of Highways shall make appropriate accommodations, which may include "garage duty" or other access to the Highway Department telephone number.

C. Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. A reasonable amount of time will be granted to change clothing.

6.7 Military Leave

A. Military Leave (New York State Law): This section refers only to a paid leave for military service under New York State Law and does not effect an employee's entitlement to leave needed for military service under federal statute. The Town of Clinton recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

6.8 Fire Calls

A. Leave of Absence: Regular full-time employees who are volunteer firefighter will be permitted to respond to fire calls during working hours without loss of pay or leave credits. In the event an employee holds the rank of Fire Chief, the employee will be allowed to respond on the first call. Other employees who are active volunteer members will be allowed to respond on the second call, except that the Superintendent of Highways may release such members on the first call at his discretion. In either event, the employee must return to work as soon as possible.

B. Court-Issued Subpoena: An employee who is required by order of a Court-issued subpoena to appear as a witness to an incident related to the employee's role as a volunteer firefighter, and in which the employee is not personally involved as a plaintiff or defendant, shall be granted leave without loss of pay or leave credits. When an employee receives said subpoena, the employee must immediately submit a copy to the Superintendent of Highways.

C. Return to Duty: When the employee is dismissed from court and there four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

Article 7: UNPAID LEAVE

7.1 Approved Unpaid Leave of Absence

A. General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Superintendent of Highways. Subject to the approval of the Superintendent of Highways, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

B. Request for Unpaid Leave: The employee must submit such request and the reasons for the leave in writing to the Superintendent of Highways at least thirty calendar days prior to planned commencement of the requested leave, if possible. The Superintendent of Highways has sole discretion in approving such leave subject to final approval by the Town Board if legally necessary.

C. Conditions of Leave: An employee on an approved unpaid leave of absence of greater than 30 days may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

D. Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

Article 8: INSURANCE

8.1 Medical Insurance

A. Insurance Plan: The Town shall participate in the MVP Co-Plan 15, with college rider, or by mutual agreement, any other plan with equal benefits and coverage. The phrase "any other plan with equal benefits and coverage" in this article shall only apply to changes from one health insurance product to another, either offered by the MVP, or another health insurance provider, and shall not apply to any changes to the MVP Co-Plan 15, with college rider, that the MVP might make that are beyond the Town's control, and that might result in additional out-of-pocket expenses or utilization costs, to plan participants. Any such additional expenses or costs shall be the responsibility of the plan participants only, not the Town's.

B. Date Coverage Begins: Coverage will begin on the first day of employment or when the employee submits completed enrollment forms, whichever is later, provided however, that the employee meets all eligibility requirements of the insurance plan. Enrollment in a medical insurance plan is not automatic. Employees may elect not to be covered by medical insurance. The Town shall

provide all necessary forms and information regarding enrollment prior to or on the first day of employment.

C. Premium Payment: The Town will pay 90% of the premium cost for each eligible regular full-time employee who is enrolled in either the family plan or individual plan. The employee's contribution of 10% will be deducted from the employee's regular paycheck.

Effective upon ratification of the Memorandum of Agreement (i.e., on/about April 22, 2008), employees who are enrolled in the individual health insurance plan shall commence contributing ten percent (10%) of the premium cost. The Town agrees that with respect to existing single employee's health insurance contributions, the 10% contribution shall be implemented as follows:

Year 1	3.33%
Year 2	3.33%
Year 3	3.34%

The Town's liability for the cost of the health insurance shall be limited to no more than its share of the cost of the premiums for the MVP Co-Plan 15, with college rider.

D Labor/Management Committee

The Town and the Union agree that they will establish a Labor/Management committee to explore and discuss medical insurance alternatives, including cost sharing strategies and expanding the current IRC Section 125 Premium Only Plan (POP) to a more comprehensive Section 125 Flexible Spending Account (FSA). It is understood that such meetings will not impose on the Town or the Union any obligation to make agreements, but the parties shall not be precluded from doing so. Such committee shall meet after January 1, 2009.

E. Section 125 Plan: The Town shall implement a Section 125 Internal Revenue Code Premium Only Plan whereby the employee's health insurance premium contribution shall be paid for through salary reduction.

8.2 Optical & Dental Plan

A. Dental Coverage: The Employer shall provide the GOLD 12 VISION AND HORIZON DENTAL INSURANCE PLANS offered by CSEA or, by mutual agreement, any other plan with equal benefits and coverage to each eligible regular full-time employee and the employee's eligible family.

B. Date Coverage Begins: Coverage will begin on the first day of employment or when the employee submits completed enrollment forms, whichever is later, provided however, that the employee meets all eligibility requirements of the insurance plan. Enrollment is not automatic. The Town shall provide all necessary

forms and information regarding enrollment prior to or on the first day of employment.

C. Premium Payment: The Employer's contribution will be 100% of the cost of the coverage.

8.3 Workers' Compensation Insurance

A. Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

B. Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

C. Reporting of Injury: An employee should report an injury to the Superintendent of Highways within twenty-four hours of the occurrence, or as soon as practicable, in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.

D. Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. Under such circumstances, the Workers' Compensation award shall be paid to the Employer. Upon the exhaustion of sick leave, the employee shall receive Workers' Compensation payments directly. An employee may not use vacation leave or personal leave credits to supplement Workers' Compensation. If the Town is later reimbursed by Workers' Comp for time charged to the employee's sick leave credits, the Town shall credit the employee's accrued sick leave accordingly.

8.4 Short-Term Disability Insurance

A. Coverage: The Employer shall provide N.Y.S disability insurance benefits for the employees and adhere to all rules and regulations and procedures of this program. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

B. Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

C. Reporting of Injury: An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence, or as soon as practicable.

D. Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the employee shall reimburse the Town for that portion of sick leave covered by insurance, and the Town shall credit the employee's accrued sick leave accordingly.

Article 9: RETIREMENT BENEFITS

9.1 Medical Insurance for Retired Employees

A. The employer will adopt a resolution providing retirement coverage under the New York Retirement System Plan – Section 75C.

B. Medical Insurance for Retired Employees: Medical benefits are provided for retired highway employees with 25 years of highway service with the Employer and shall be at least 58 years old at retirement. Medical benefits would be the same as for the working employees, health, dental and vision. The retired employee would be required to either sign an authorization to allow payments to be taken out of their retirement check by New York State Retirement System or do a self-payment to the Employer with the payment due by the first of the month. Insurance coverage ceases if payment is not received by the first of the month.

Article 10: GENERAL PROVISIONS

10.1 Uniforms

A. Safety Gear: The Employer shall provide boots, raingear, safety helmets, and goggles for each employee. Such equipment shall be replace when worn out. Worn out equipment shall be returned to the Employer when a replacement must be made. Any lost equipment must be replaced at the Employee's expense provided the employee was negligent. Upon leaving employment, all property and equipment of the Town shall be promptly returned to the unit member's supervisor.

B. Work Shoes and Clothing: The Town shall also reimburse each unit member for the actual cost of work boots or work shoes and work clothing in an amount not to exceed one hundred and twenty five dollars \$125.00 per unit member per year, and such amount shall increase to \$150.00 effective January 1, 2006. Upon delivery to the Town of the original receipt or receipts for the purchase of work boots or work shoes and work clothing by the unit member, the Town shall pay such reimbursement through its existing voucher system.

10.2 Driver's License

A. Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) ~~must maintain such license throughout employment.~~

B. Loss of Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Superintendent of Highways in the event that the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

C. Duty Reassignment: An employee who loses his/her CDL may be temporarily reassigned to a position that does not require the CDL, at the sole discretion of the Superintendent of Highways, and provided that work is available. Upon reinstatement of the employee's CDL, the employee shall be reinstated to his/her former position. A temporary reassignment may be revoked at the discretion of the Highway Superintendent.

Article 11: GRIEVANCE PROCEDURE

11.1 General Conditions

A. Preamble: It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of but not limited to the application and interpretation of this Collective Bargaining Agreement. The Employer and the Union agree that provisions of this Article should be used towards a quick and satisfactory settlement of all complaints and grievances at the lowest possible level.

B. Union Representation: A Union representative shall be permitted exclusive rights to observe that activity and progress of any grievance from the second stage through the final decision, including the appeal if such is necessary, and if the procedure and/or the decision appears to be contrary to this agreement, or is not in the best interest of the Union, the representative shall make this known to the Employer, whereupon the Employer and the Union shall meet to resolve the problem.

C. Duty for Fair Representation: No provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance or the appeal stage if the Union considers the grievance is without merit or in contradiction to any law or regulation.

D. Release from Work Assignments: A Union representative(s) shall be granted a reasonable amount of time off to process a grievance, in accordance with ~~Section 1.5 of this agreement. Both sides shall have the right to call witnesses to~~

substantiate their positions and the witnesses shall be granted time off with pay to testify.

11.2 Grievance Procedure Steps

A. Step One: An employee may informally present a grievance verbally to the Superintendent of Highways who shall render a verbal decision within five (5) business days.

An Employee or the Union may file a formal grievance. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates. The grievance must be submitted in writing to the Superintendent of Highways within thirty calendar days of the occurrence.

Within seven calendar days after receiving a formal grievance, the Superintendent of Highways will meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways will issue a written response to the grievance, which shall be given to the Unit President and the employee(s).

B. Step Two, Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Board. The appeal must be submitted in writing, within fourteen calendar days from receiving the Stage One response.

Within twenty-one calendar days after receiving the appeal, the Town Board will meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town shall issue a written response to the grievance, which shall be given to the Unit President.

C. Step Three, Binding Arbitration: If the Union is not satisfied with the response to the grievance at Stage Two, the Union may submit the matter to arbitration by filing with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Stage Two response.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement. The Town and the Union shall share the fees of the arbitrator equally.

D. Time Limits: The Union and the Town must adhere to the time limits set forth in this grievance procedure. The time limits may be extended by mutual

agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

Article 12: APPLICATION OF AGREEMENT

12.1 Duration of Agreement

A. This Agreement shall become effective January 1, 2008, and shall continue in full force and effect until December 31, 2010. During April of the final year of the Contract, the Town shall notify the CSEA to arrange a meeting to be held in April for the purpose of establishing ground rules for negotiations. After such ground rules are established, a second meeting shall be held by May 15th to exchange proposals.

12.2 Non-Discrimination Clause

A. The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin, age, marital status, pregnancy, veteran status, arrest/conviction record, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status.

12.3 Saving Clause

A. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

B. If a determination or decision is made as per 12.3A, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

12.4 Contingency Clause

A. Should the parties fail to reach accord on a new agreement prior to the termination of this Contract, the benefits under the Contract shall remain in full force until a new contract is signed.

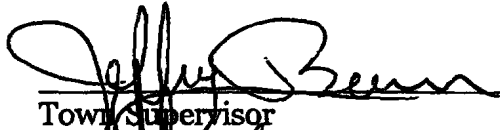
12.5 Legislative Action Clause


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

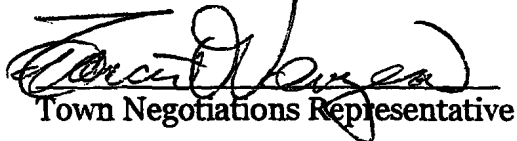
12.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on 10/14/08.

TOWN OF CLINTON


Town Supervisor

 10-14-08
Town Negotiations Representative

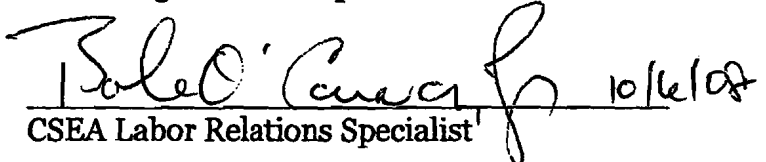

Town Negotiations Representative

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

 10/14/08
CSEA Unit President

 10/14/08
CSEA Negotiations Representative

CSEA Negotiations Representative

 10/16/08
CSEA Labor Relations Specialist

APPENDIX A

TOWN OF CLINTON HIGHWAY DEPARTMENT EMPLOYEE EVALUATION

EMPLOYEE'S NAME: _____ TITLE: _____
SOCIAL SECURITY # _____ LOCATION _____
HIGHWAY SUPERINTENDENT _____
APPRAISAL PERIOD: FROM _____ TO _____
NEXT EVALUATION DATE: _____

1. Operates vehicles and equipment in connection with the maintenance and repair of roads and highway:

STANDARDS: a) Operates vehicles and equipment skillfully and safely.
b) Inspects vehicles and equipment for safe operations.
c) Promptly reports unusual conditions to Superintendent.
d) Observes New York State DOT rules and regulations.

(-) Unratable (-) Unsatisfactory (-) Satisfactory (-) Very Good (-) Outstanding

2. Operates snow removal and ice control equipment.

STANDARDS: a) Reports to work promptly during snow emergency.
b) Operates snow removal equipment skillfully and safely.
c) Advises Superintendent of road conditions and unusual occurrences.

(-) Unratable (-) Unsatisfactory (-) Satisfactory (-) Very Good (-) Outstanding

3. Operates equipment as required and performs work in maintenance of bridges, roads, dikes, fences, buildings, town-owned lands, and related work.

STANDARDS: a) Cooperates and follows orders.
b) Completes assignments with a minimum of direct supervision.
c) Always wears safe clothing and protective equipment.

(-) Unratable (-) Unsatisfactory (-) Satisfactory (-) Very Good (-) Outstanding

4. Performs manual labor as assigned, i.e., loading and unloading trucks, digging ditches, cleaning basins, erecting signs, painting, fence work, etc.

STANDARDS: a) Completes assignments with a minimum of direct supervision.
b) Work is performed efficiently and safely and to prescribed standards.

(-) Unratable (-) Unsatisfactory (-) Satisfactory (-) Very Good (-) Outstanding

5. Keeps records, log book and makes reports as required.

STANDARDS: a) Keeps alert, observes and accurately evaluates operation and date.
b) Maintains neat and accurate records.
c) Promptly reports unusual and unsafe conditions.

(-) Unratable (-) Unsatisfactory (-) Satisfactory (-) Very Good (-) Outstanding

OTHER FACTORS: Time lost through illness _____

Unauthorized absence _____

Other relevant information (including punctuality, impact on the work of others, etc.) _____

- EFFECTIVES ON OVERALL RATING:**
- a) Cooperates and follows orders
 - b) Safe worker
 - c) Knowledge of equipment, i.e., repair of
 - d) Knowledge of equipment, i.e., operation
 - e) Working relationship with others
 - f) Work crew leader
 - g) Self-motivated
 - h) Reliability
 - i) Work impact on others
 - j) Follows established procedures and policy

THE EMPLOYEE'S OVERALL RATING IS:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Unratable | <input type="checkbox"/> Very Good |
| <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Outstanding |
| <input type="checkbox"/> Satisfactory | |

JUSTIFICATION FOR OVERALL RATING:

HIGHWAY SUPERINTENDENT'S RECOMMENDATION: (Plans to improve or strengthen employee's performance and/or conditions. Employee should be consulted during the appraisal interview and final evaluation.)

FOR PROBATIONARY EMPLOYEE'S ONLY: (to be completed quarterly)

EMPLOYEE SHOULD BE RETAINED IN PRESENT TITLE _____

EMPLOYEE SHOULD BE TERMINATED FROM PRESENT TITLE _____

I HAVE DISCUSSED THIS APPRAISAL WITH THE HIGHWAY SUPERINTENDENT AND RECEIVED MY EVALUATION/RATING:

EMPLOYEE'S SIGNATURE _____ **DATE** _____

HIGHWAY SUPERINTENDENT'S SIGNATURE _____
DATE _____

(If an employee disagrees with evaluation/rating, employee should sign evaluation and may submit his/her reasons for disagreement in writing.)

TJT/lkt
10/04